

MEMO ENDORSED

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC#
DATE FILED: 10/15/10

09 civ. 10166 (BSJ) (AJP)

As discussed with counsel on the telephone this afternoon:

The Settlement agreement attached to Mr. Byrne's letter (but which I am not attaching to this Order) sure looks binding. If the dispute is about the language in the release Mr. Byrne drafted, use a general Blumberg release form without modification. If Mr. Kranjac still refuses to go forward with the settlement agreement, plaintiff should move to enforce the agreement, which will result in the terms of the agreement becoming public, and likely will result in entry of judgement against Mr. Kranjac- and possible referral of him to attorney disciplinary authorities.

SO ORDERED:

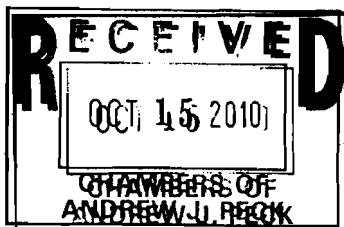
ajp 10/15/10
Hon. Andrew Jay Peck
United States Magistrate Judge

Copy ECF: All Counsel
Judge Jones

BY ECF

BECKER &
POLIAKOFFADMINISTRATIVE OFFICE
3411 STIRLING ROAD
MIAMI DADE, FL 33132
954-987-7550WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

October 15, 2010

**VIA: FACSIMILE TO 212-805-7933**

Hon. Andrew J. Peck
 United States Magistrate Judge
 United States District Court
 for the Southern District of New York
 500 Pearl Street, Room 1370
 New York, New York 10007-1312

MEMO ENDORSED
- ATTACHED

Re: Douglas Graham v. Mario Kranjac, Esq. case no. 09-cv-10166
 (BSJ)(AJP)

Dear Magistrate Peck:

I am writing on behalf of the Plaintiff, Douglas Graham, seeking an order enforcing the settlement agreement between the parties reached at the mediation on September 23, 2010.

Attached is a copy of the settlement agreement reached at mediation. It was negotiated during an entire half-day session. The terms of the agreement were negotiated between the parties, including the addition of two paragraphs 5 & 6, which were insisted to by the Defendant, with the language changing as the initials make clear. The Defendant authored the language in paragraph 6. At the conclusion of the mediation, the parties drafted and executed the attached agreement which is enforceable as written.

The agreement is straightforward and simple, requiring only the execution of a general release of all claims between Douglas Graham and Mario Kranjac, and between Douglas Graham and the firm of Lazare, Potter, Giacovas & Kranjac, LLP as provided by paragraph 3.

Plaintiff has attempted to draft a simple release that would meet the requirements of paragraph 3, a copy of which is attached, but the Defendant refuses to execute the release, instead attempting to renegotiate the settlement to add additional terms, provisions and even parties to the settlement that are not part of the agreement reached at mediation and have nothing to do with a general release of claims.

Reply To:
 Coral Gables
 D. Andrew Byrne, Esq.
 Direct dial: (305) 262-4433
 dbyrne@becker-poliakoff.com

FLORIDA OFFICES
 MIAMI DADE
 FORT MYERS
 KEY WEST/IN REACH
 HOLLYWOOD
 HOMESTEAD
 MELBOURNE
 MIAMI
 NAPLES
 ORLANDO
 PORT ST. LUCIE
 SARASOTA
 TALLAHASSEE
 TAMPA BAY
 WEST PALM BEACH

U.S. & GLOBAL OFFICES
 BAHAMAS
 NEW YORK
 NEW YORK CITY
 PARIS
 PRAGUE
 TEL AVIV
 Tokyo, Japan/Beijing, China

Hon. Andrew J. Peck
October 15, 2010
Page 2

The Plaintiff respectfully requests that the Court order the Defendant to comply with the terms of the settlement agreement and execute the general release in the form attached.

Very truly yours,

D. Andrew Byme

Cc: Christopher Block, Esq. (with all enclosures) via fax 212-269-2232
Michael Furman, Esq. (with Mutual Release only) 212-867-4118